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Attorneys for Plaintiffs New Meadowlands Stadium Company, LLC,
New York Jets LLC, Jets Stadium Development LLC,
New York Football Giants, Inc. and Giants Stadium LLC

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NEW MEADOWLANDS STADIUM	:	SUPERIOR COURT OF NEW JERSEY
COMPANY, LLC, NEW YORK JETS	:	CHANCERY DIVISION
LLC, JETS STADIUM DEVELOPMENT	:	BERGEN COUNTY
LLC, NEW YORK FOOTBALL GIANTS,	:	DOCKET NO. _____
INC. and GIANTS STADIUM LLC,	:	
	:	COMPLAINT FOR INJUNCTIVE
Plaintiffs,	:	AND DECLARATORY RELIEF
v.	:	
	:	
TRIPLE FIVE GROUP LTD., AMEREAM	:	
LLC, METRO CENTRAL LLC and NEW	:	
JERSEY SPORTS AND EXPOSITION	:	
AUTHORITY,	:	
	:	
Defendants.	:	
_____	x	

Plaintiffs New Meadowlands Stadium Company, LLC (“NMSCO”), New York Jets LLC (the “Jets”), Jets Stadium Development LLC (“JSDL”), New York Football Giants, Inc. (the “Giants” and, together with the Jets, the “Teams”) and Giants Stadium LLC (“GSL”) (collectively, the “Stadium Entities”), by way of this Complaint against defendants Triple Five Group Ltd. (“Triple Five”), Ameream LLC (“Ameream”), Metro Central LLC (“Metro Central”

and, together with Triple Five and Ameream, the “Developers”) and the New Jersey Sports and Exposition Authority (the “NJSEA”), allege as follows:

NATURE OF THE ACTION

In the 1970s and 1980s, the Giants and Jets signed long-term leases with the NJSEA to play football games at the Meadowlands. The Teams’ initial commitment allowed the State to turn unused marshland into a modern sports complex that now also contains a racetrack, indoor arena and a partially constructed mall formerly named “Xanadu.” More recently, in 2006, the Teams again committed to the long-term vitality of the Meadowlands by agreeing to play their home games at the Meadowlands for the foreseeable future in a new \$1.6 billion stadium, now named MetLife Stadium, 100% privately financed by the Stadium Entities.

1. The Stadium Entities undertook these substantial risks to their business based on carefully negotiated contract safeguards that ensured that the NJSEA did not expand or otherwise operate the Meadowlands, which is located in one of the busiest and most heavily populated regions in the United States with congested roads and other stressed transportation systems, in a manner that adversely affects the Teams and their tens of thousands of patrons.

2. One of those important contract safeguards, the issue in this action, is contained in the “Cooperation Agreement,” dated November 22, 2006 (the “Cooperation Agreement,” attached hereto as Exhibit A), which resolved disputes in a prior litigation over the then-proposed development of the Xanadu mall and the new stadium. That agreement expressly provides that the Stadium Entities consented to the specific agreements and plans for the development, construction and operation of the “Xanadu Project” in place at that time, but that “[a]ny amendments, modifications and/or waivers with respect to the Xanadu Project that would have an adverse effect on the development, use or operation of [rights related to development,

construction and operation of MetLife Stadium, as well as certain other related development rights] shall *require the prior written consent* of the” Stadium Entities.

3. Despite the Stadium Entities’ clear consent rights under the Cooperation Agreement and their commitment of \$1.6 billion of their private funds in reliance on the Cooperation Agreement, the Developers and the NJSEA are actively pursuing the development of a new, massive expansion of the Xanadu project called “American Dream,” which, when completed, would be the largest mall in the world. The proposed American Dream, for which the Developers project 55 million annual visits, will go far beyond the proposed and previously approved Xanadu plans, will clog the complex’s already congested transportation networks and create a transportation nightmare when events are held at MetLife Stadium, and clearly requires the Stadium Entities’ consent. Nevertheless, none of the Defendants sought and/or obtained the consent of the Stadium Entities as required under the Cooperation Agreement, despite numerous attempts made on behalf of the Stadium Entities to meet with the Developers and attempt to diagnose, and if possible amicably resolve, any issues arising out of the proposed American Dream expansions to the previously agreed-upon Xanadu Project.

4. As a result, the Stadium Entities bring this action seeking injunctive and declaratory relief to prevent the Developers and the NJSEA from proceeding with the construction or operation of the proposed American Dream mall without the Stadium Entities’ consent.

THE PARTIES

5. NMSCO is a Delaware corporation with its principal place of business in East Rutherford, New Jersey, and is a joint venture between JSDL and GSL.

6. New York Jets LLC is a Delaware limited liability company with its principal place of business in Florham Park, New Jersey. The Jets own and operate a professional football team known as the New York Jets, a member club in the National Football League (“NFL”) that plays its home games at MetLife Stadium in East Rutherford, New Jersey.

7. JSDL is a Delaware limited liability company with its principal place of business in New York, New York.

8. The New York Football Giants, Inc. is a New York corporation with its principal place of business in East Rutherford, New Jersey. The Giants own and operate the professional football team known as the New York Giants, a member club in the NFL that plays its home games at MetLife Stadium in East Rutherford, New Jersey.

9. GSL is a New Jersey limited liability company with its principal place of business in East Rutherford, New Jersey.

10. Triple Five is an Alberta, Canada corporation with its principal place of business in Edmonton, Alberta, Canada, and a U.S. executive office in Las Vegas, Nevada. Triple Five owns and operates the West Edmonton Mall in Edmonton, Alberta and the Mall of America in Bloomington, Minnesota. Upon information and belief, Triple Five owns, operates and controls Ameream and Metro Central.

11. Ameream is a special purpose entity incorporated in Delaware and created to own and operate the American Dream project.

12. Metro Central is a special purpose entity created to own and operate the Amusement Park and Water Park that will be an integral part of the American Dream project.

13. The NJSEA is an entity created and existing under Chapter 137 of the Law of New Jersey of 1971. The NJSEA maintains its corporate offices at the Meadowlands, 50 State

Route 120, East Rutherford, New Jersey. The New Jersey Legislature created the NJSEA for the purpose, among others, of providing professional sporting venues and related facilities to induce professional sports teams to relocate to the State of New Jersey. In addition to its other functions, the NJSEA owns and manages the operations of the Meadowlands.

THE TEAMS' LONGSTANDING COMMITMENT TO THE MEADOWLANDS

14. In 1971, the Giants agreed to play home games at the Meadowlands when the region consisted of marshland and vacant or underused commercial space. This commitment was formalized in a 30-year lease, dated as of August 26, 1971 (the "Giants Lease"), in which the Giants agreed to play home games at a new stadium to be known as Giants Stadium. On November 19, 1972, the NJSEA broke ground on Giants Stadium and a new racetrack. The Meadowlands Racetrack opened on September 1, 1976, and the Giants played their first game at Giants Stadium on October 10, 1976. By 1977, the NJSEA was planning to expand the Meadowlands Sports Complex (the "Meadowlands") to include a new indoor arena, which opened on July 2, 1981, and is now known as the Izod Center.

15. In the Giants Lease, the Giants bargained for and received strict contractual limitations on the NJSEA's ability to seek new revenue opportunities for itself at the Meadowlands, or otherwise operate the complex, at the expense of the Giants and Giants fans. Among other rights, Section 8.7 of the Giants Lease prohibited "any use of other areas or facilities of the Sports Complex which is incompatible or in competition with, or would result in scheduling conflicts with, [the Giants'] use of the Football Stadium and parking and pedestrian areas . . . during game days."

16. On March 15, 1984, the Jets entered into a 25-year Lease Agreement (the “Jets Lease”) with the NJSEA to play home games at Giants Stadium. Section 5.4.2 of the Jets Lease contained essentially the same terms as Section 8.7 of the Giants Lease.

17. In December 2006, the Stadium Entities signed an agreement to develop, lease, manage and operate jointly a new, state-of-the-art stadium at the Meadowlands. The new stadium, now named MetLife Stadium, was opened on April 10, 2010 at a cost to the Stadium Entities of approximately \$1.6 billion. The Jets and Giants also entered into new leases to play at MetLife Stadium with 40-year terms that, with options, can be extended to 98 years.

THE STADIUM ENTITIES’ BUSINESS

18. The Teams play all of their home football games at MetLife Stadium. The Jets and Giants each play 10 pre-season and regular season home games every year. In some years, the Teams play additional playoff games at MetLife Stadium. Most NFL games are played on Sundays, but some are played on Monday nights, Thursday nights and on Saturdays late in the NFL season (collectively, “NFL Game Days”). MetLife Stadium also hosts a variety of major events during the year, including night-time music concerts in the summer (such as concerts by major acts such as U2, Bon Jovi and the Eagles), international soccer matches (*e.g.*, the United States vs. Brazil and Mexico vs. Ecuador), and collegiate football games (*e.g.*, Navy vs. Notre Dame and Rutgers vs. Army). MetLife Stadium currently hosts, in total, approximately 35 events per year. These events can attract crowds of more than 80,000 patrons and require parking for more than 25,000 vehicles.

19. The success and goodwill of the Stadium Entities’ business depends on providing patrons with an enjoyable experience on the limited number of days when events are held at

MetLife Stadium. Many fans arrive at MetLife Stadium hours before events commence to engage in tailgating and otherwise take part in an overall experience spanning many hours. An important part of the patrons' experience is the ease of ingress and egress to the Meadowlands, limited traffic congestion and ample parking spaces. On the limited number of days when MetLife Stadium is hosting a major event, and 25,000 cars and other vehicles descend on the Meadowlands, traffic congestion and demand for parking is at its peak. Some of the major events at the Stadium, especially concerts, are held on weeknights and start in the early evening—just as rush hour traffic is at its height. In the past, this congestion has caused significant traffic problems for concertgoers seeking to arrive and park at the Stadium. For all these reasons, the Stadium Entities will be adversely affected by any further significant development at the Meadowlands that interferes with fans' and patrons' ease of access to and egress from the overall complex.

20. As a result, traffic and parking problems have consistently been among the most important areas of concern for patrons of MetLife Stadium and its predecessor, Giants Stadium. In fact, since 1971, when the Giants signed the initial lease for Giants Stadium, the Teams have focused on addressing the significant and well-documented traffic and parking problems faced by patrons of events at Giants Stadium and now MetLife Stadium.

21. The Stadium Entities also hold development rights under the Cooperation Agreement that allow them to build themed dining and team and other stores as part of the new Stadium, and that give them the right to build additional facilities outside the new Stadium, including up to 200,000 square feet of retail and restaurants, and additional hundreds of thousands of square feet for sports medicine, health and fitness, clinics, sponsorship-related areas, broadcast facilities and training facilities. These development rights, to the extent

currently undeveloped, are valuable to the Stadium Entities as potential sources of future revenue.

THE XANADU PROJECT AND PRIOR LAWSUIT

22. In February 2003, the NJSEA selected a joint venture between Mills Corporation and Mack Cali (collectively, “Mills/Mack-Cali”) to construct Xanadu, a proposed large-scale entertainment, retail, office and hotel project. When construction began in 2005, Xanadu was planned to be a 4.8 million square foot entertainment destination with two components: (i) an entertainment/retail complex that would occupy approximately 2.2 million square feet; and (ii) a hotel/office complex with four office towers and a full-service hotel.

23. After reviewing plans, the Giants concluded that the proposed Xanadu development would add significantly to traffic congestion at the Meadowlands during NFL Game Days, create a potential shortfall in parking, impair the ingress and egress of fans, and compete for the time, attention and revenue of their patrons. On April 5, 2005, the Giants filed a complaint against the NJSEA and Mills/Mack-Cali for injunctive and declaratory relief seeking, among other relief, to halt construction of the Xanadu project pursuant to Section 8.7 of the Giants Lease. In August 2005, the Giants amended its complaint to assert, among other things, a claim seeking a mandatory injunction requiring the NJSEA to provide the Giants with a “state-of-the-art” stadium as required by another provision in the Giants Lease.

24. In the second half of 2005 and in 2006, the parties engaged in extensive settlement negotiations to try to resolve all the claims in the lawsuit. After reaching an agreement in principle, the parties to the lawsuit on June 22, 2006 dismissed the litigation without prejudice while negotiations continued on a detailed settlement of all the parties’

disputes involving both the Xanadu project and a proposed new stadium. Those negotiations involved the Stadium Entities, the NJSEA and the original Xanadu developers, Mills/Mack-Cali, and were continued, and ultimately consummated, after a joint venture of Colony Capital, LLC and Dune Capital (collectively, “Colony/Dune”) took over the Xanadu project from Mills/Mack-Cali.

25. As a result of those settlement negotiations, the NJSEA, the Stadium Entities and the Xanadu developers worked out detailed plans and specifications for the Xanadu project and the new Stadium project. After those plans and specifications were finalized, on November 22, 2006, the NJSEA, Stadium Entities, Mills/Mack-Cali and Colony/Dune resolved their disputes by signing the Cooperation Agreement, which contained a carefully and painstakingly negotiated co-existence arrangement.

THE COOPERATION AGREEMENT

26. In the Cooperation Agreement, which is governed by New Jersey law (Ex. A, Section 8(a)), the Stadium Entities consented to the development, construction and operation of the “Xanadu Project” as set forth in specifically identified redevelopment and project agreements and a detailed “Master Plan approved by the NJSEA Board of Commissioners . . .” (Ex. A, Section 1 & Schedule 2 thereto). Mills/Mack-Cali and Colony/Dune similarly consented to the specific plans, specifications and agreements for the “development, construction, operation and use rights related to the Stadium Project . . . (the ‘Stadium Project Development Rights’),” which include a variety of activities inside and outside the new Stadium such as themed dining, outside retail, restaurant and health and fitness facilities. (Ex. A, Section 2 & Exhibit A thereto.)

27. The Cooperation Agreement also provides a template for the neighboring projects to co-exist and to maximize their respective uses of the Meadowlands, in each case within the expressly negotiated project specifications that had been agreed upon by the parties and memorialized in the Cooperation Agreement. In particular, the agreement expressly sets out a detailed plan to address the Stadium Entities' concerns about traffic and parking at the then-envisioned Xanadu Project by specifying that the Xanadu developers would provide 4,085 parking spaces for the exclusive use of Jets and Giants patrons or, upon meeting certain conditions, no fewer than 10,000 spaces on a non-exclusive basis. (Ex. A, Section 4(b).) Section 4 of the Cooperation Agreement also contains a number of other provisions intended to address the traffic congestion and potential shortage of parking envisioned to occur from the planned Xanadu Project.

28. To ensure that this co-existence arrangement would not be unilaterally altered by any of the parties, Section 1 of the Cooperation Agreement expressly states that “[a]ny amendments, modifications and/or waivers with respect to the Xanadu Project that would have an *adverse effect* on the development, use or operation of the Stadium Project Development Rights . . . shall *require the prior written consent* of the” Stadium Entities. (Emphasis added.) The Cooperation Agreement also contains a corresponding consent right (in Section 2) in favor of the Xanadu developers with respect to proposed changes to the Stadium project.

29. By its terms, the Cooperation Agreement is binding on any successors to and assigns of Mills/Mack-Cali, Colony/Dune, and any future owners or lessees of the Xanadu Project:

7. Enforceability. This Agreement shall be binding upon and enforceable against the parties hereto and their respective

successors and assigns, including, without limitation, any future owners/ground lessees of the sites of the Xanadu Project

(Ex. A, Section 7.) For the express purpose of giving notice of the existence and terms of the Cooperation Agreement to the parties' successors and assigns, a Memorandum of Cooperation Agreement (Meadowlands Sports Complex) dated as of August 17, 2007, as well as the Cooperation Agreement itself, was duly recorded in the Office of the Bergen County Clerk on August 17, 2007 in Deed Book 9385 at Page 230.

30. In reliance on the contractual protections set forth in the Cooperation Agreement, the Stadium Entities committed to, and ultimately did, invest \$1.6 billion of private funds into the development of MetLife Stadium, and each of the Teams committed their respective futures to the Meadowlands by executing 40-year leases to play their home games at the Meadowlands.

THE AMERICAN DREAM PROJECT

31. In 2006, as the Cooperation Agreement was being negotiated and signed, Mills/Mack-Cali encountered financial difficulties and turned over the Xanadu project to Colony/Dune. In early 2009, that joint venture encountered its own financial problems and construction of Xanadu halted.

32. On May 3, 2011, Triple Five and New Jersey officials announced a proposal to transform the languishing Xanadu project "into a premier tourism, entertainment and retail destination for New Jersey residents and tourists from around the world." (*See* Press Release of May 3, 2011, attached hereto as Exhibit B.) Triple Five stated that this expanded Meadowlands retail and entertainment complex, renamed the "American Dream at Meadowlands," will be finished by the end of 2013 (Ex. B)—in time for the Super Bowl to be hosted at MetLife

Stadium on February 2, 2014. According to a May 9, 2011 Triple Five press release (attached hereto as Exhibit C), the American Dream complex will eventually reach 7.5 million square feet, which would make it the largest mall in the world, larger than Triple Five's West Edmonton Mall in Canada (at 5.3 million square feet) and Mall of America in Minnesota (at 4.25 million square feet). (Ex. C.) Triple Five's website (paginated excerpts attached hereto as Exhibit D) states that American Dream is expected to attract 55 million annual visits. (Ex. D at 9.) In August 2011, Triple Five's chairman declared that Triple Five would be "developing the world's largest and most comprehensive retail, entertainment, amusement, recreation, and tourism project ever built" at the Meadowlands. (See Robert Sullivan, *Swamp Dreams*, N.Y. Magazine, Aug. 29, 2011, attached hereto as Exhibit E.)

33. Triple Five's plan for American Dream, which Triple Five states is "80 percent complete" (Ex. D at 2), boasts a gross leasable area of 2.9 million square feet comprising "retail, entertainment, dining and attractions," and a "Total Project Area" of up to 7.5 million square feet comprising "planned hotels, convention center, performing arts theatre and additional entertainment venues at 4.5 million sq. ft." (Ex. D at 9.)

34. As announced, Triple Five's plan for American Dream would expand the retail and entertainment complex well beyond the original Xanadu Project specified in the Cooperation Agreement. On its website, Triple Five states that "[t]his is not the same project as in the past; it is going to be so much more than ever imagined." (Ex. D at 19.) The website also provides the following Question and Answer: "Q: Are the attractions going to remain the same? A: Some will remain the same, but to create a true worldwide tourist attraction – we plan to add more venues that appeal to a wider range of interests and ages. A key new attraction will be a glass-domed amusement park open year-round with roller coasters, thrill rides and children's

attractions. We will also add a world-class water park, a family-friendly aquarium and other great attractions. . . .” (Ex. D at 20.) Triple Five further states that “the exciting thing about this project is that we will never be complete. Triple Five will continue to add, redesign, improve and grow American Dream – that’s the secret to our success.” (Ex. D at 21.)

35. According to Triple Five’s website, the entertainment features of American Dream will be “[o]pen 365 days of the year.” (Ex. D at 11.) The website also provides the following Question and Answer: “Q: Do you want to be open on Sunday? A: Actually, much of the project will be open on Sundays, just not retail outlets. The many dining options, attractions and entertainment venues will continue to draw guests to the project seven days a week. . . .” (Ex. D at 20.)

36. On October 13, 2011, the NJSEA Board of Commissioners met to consider, among other things, Triple Five’s proposed “Major Modification” to the Xanadu Master Plan for the expanded American Dream project. After consideration of that proposal, which had previously been considered by the “Master Plan Committee,” the NJSEA Board of Commissioners unanimously approved that amendment.

**THE NJSEA HAS NOT SOUGHT AND/OR OBTAINED THE STADIUM
ENTITIES’ CONSENT FOR THE AMERICAN DREAM PROJECT**

37. The planned American Dream project would require substantial amendments, modifications and/or waivers with respect to the Xanadu Project, as defined in the Cooperation Agreement, that would have an adverse effect on the development, use or operation of the Stadium Project Development Rights. The changes to the Xanadu Project would result in, among other adverse effects, more traffic congestion, reduced parking availability, and

impairment of the ingress and egress from MetLife Stadium, all of which would at a minimum reduce patronage to MetLife Stadium and undermine the Stadium Entities' goodwill with their patrons and ability to continue to sell (or to renew sales) for seats at MetLife Stadium. The planned American Dream project also would increase the competition for patronage at MetLife Stadium and the entertainment, food, beverage and retail spending of potential or actual stadium patrons, as well as have an adverse effect on the Stadium Entities' previously negotiated contractual rights to future development both inside and outside the Stadium.

38. Despite the clear adverse effects that the planned American Dream project would have on the Stadium Project Development Rights, the NJSEA has not obtained the consent of the Stadium Entities, even though it is required by contract.

39. The Stadium Entities communicated their concerns to, and met with, the NJSEA and Triple Five in late 2011 and early 2012.

40. On January 18, 2012, as part of the statutorily mandated public comment process, the Stadium Entities submitted a letter to the New Jersey Meadowlands Commission ("NJMC") and New Jersey Department of Environmental Protection ("NJDEP") expressing concerns about the Draft Supplemental Environmental Impact Statement ("DSEIS") for the proposed expansion of the American Dream project, specifically noting the Stadium Entities' contractual right under the Cooperation Agreement that "[a]ny amendments, modifications and/or waivers with respect to the Xanadu Project that would have an adverse effect on the development, use or operation of the Stadium Project Development Rights . . . shall require the prior written consent of the" Stadium Entities, and asking for a delay of any decision on the DSEIS so that, *inter alia*, "the parties can try to diagnose and resolve the significant contractual issues that will arise from the newly proposed American Dream development," That same day, the letter was sent by

counsel for the Stadium Entities to Triple Five's counsel with a cover letter noting the Stadium Entities' "important contract rights in the Cooperation Agreement" Copies of the two January 18 letters are attached hereto as Exhibit F.

41. The NJMC and NJDEP responded to the Stadium Entities' January 18 letter in a letter dated February 24, 2012 (attached hereto as Exhibit G). In that letter, the NJMC and NJDEP declined the Stadium Entities' request to delay a decision on the DSEIS despite the lack of the Stadium Entities' consent to the American Dream project.

42. On June 6, 2012, the press reported that Triple Five had reached a deal with Deutsche Bank AG to provide approximately \$700 million in financing for the American Dream project. (*See* Eliot Brown, *American Dream Project Gets a Reboot*, The Wall Street Journal, June 6, 2012, attached hereto as Exhibit H.) In that article, the President of the NJSEA is quoted as saying that "[w]e're getting close to the point where there's light at the end of the tunnel" to proceed on the American Dream project. (*Id.*)

43. Even though the Stadium Entities have on multiple occasions expressed their concerns about the American Dream project and noted their contract rights under the Cooperation Agreement, the NJSEA has not obtained the Stadium Entities' consent for the expanded project.

44. The Stadium Entities have no adequate remedy at law.

COUNT ONE

Breach of the Cooperation Agreement — Injunctive and Declaratory Relief (Against the NJSEA)

45. The Stadium Entities repeat and reallege paragraphs 1 through 44 as if set forth herein at length.

46. Section 1 of the Cooperation Agreement provides that “[a]ny amendments, modifications and/or waivers with respect to the Xanadu Project [as defined therein] that would have an adverse effect on the development, use or operation of the Stadium Project Development Rights [as defined therein] shall require the prior written consent of the” Stadium Entities. The NJSEA has not obtained consent of the Stadium Entities to the many changes to the Xanadu Project contemplated by the American Dream project that will create the largest mall in the world and will have an adverse effect on the development, use or operation of the Stadium Project Development Rights.

47. As a direct and proximate result of the NJSEA’s conduct, the Stadium Entities will sustain and will continue to sustain immediate and irreparable injury, including increased traffic congestion, decreased availability of parking, detrimental effects on their patrons’ experience at MetLife Stadium, and loss of goodwill and patronage, unless the construction and operation of the American Dream project are enjoined on a preliminary and/or permanent basis.

48. An actual case or controversy exists between the Stadium Entities and the NJSEA over the scope and nature of the Stadium Entities’ rights under the Cooperation Agreement, because the NJSEA has already approved an amendment to the agreed Xanadu Project Master Plan and the NJSEA and the Developers have moved ahead with the proposed American Dream

project, including seeking various regulatory approvals, all without obtaining the Stadium Entities' required consent.

COUNT TWO

Tortious Interference with the Cooperation Agreement — Injunctive and Declaratory Relief (Against the Developers)

49. The Stadium Entities repeat and reallege paragraphs 1 through 48 as if set forth herein at length.

50. The Developers are not, or are not yet, parties to the Cooperation Agreement between, among others, the Stadium Entities and the NJSEA.

51. The Developers had knowledge of the Cooperation Agreement and the NJSEA's obligations to the Stadium Entities under the Cooperation Agreement, including the obligation to obtain prior written consent of the Stadium Entities for "[a]ny amendments, modifications and/or waivers with respect to the Xanadu Project that would have an adverse effect on the development, use or operation of the Stadium Project Development Rights."

52. The Developers intentionally interfered with the Cooperation Agreement by drafting plans and seeking approvals for the American Dream project with knowledge (i) that the NJSEA had not and would not seek and/or obtain the Stadium Entities' prior written consent to that project and (ii) of the adverse effects that the changes to the Xanadu Project would have on the development, use or operation of the Stadium Project Development Rights.

53. As a direct and proximate result of the wrongful conduct of the Developers, the Stadium Entities have sustained and will continue to sustain immediate and irreparable injury, including increased traffic congestion, decreased availability of parking, detrimental effects on

their patrons' experience at MetLife Stadium, and loss of goodwill, unless the construction and operation of the American Dream project are enjoined on a preliminary and/or permanent basis.

54. An actual case or controversy exists between the Stadium Entities and the Developers over the scope and nature of the Stadium Entities' rights under the Cooperation Agreement.

WHEREFORE, the Stadium Entities demand judgment:

a. Declaring in accordance with N.J.S.A. 2A:16-52 that, pursuant to the Cooperation Agreement, the American Dream project requires the prior written consent of the Stadium Entities;

b. Issuing a preliminary and/or permanent injunction enjoining and restraining the Developers and the NJSEA from proceeding with the construction or operation of the American Dream project;

c. Awarding the Stadium Entities attorneys' fees and costs of suit; and

d. Awarding such other relief as the Court may determine to be just and proper.

McCARTER & ENGLISH, LLP
Attorneys for Plaintiffs
New Meadowlands Stadium Company, LLC, New
York Jets LLC, Jets Stadium Development LLC,
New York Football Giants, Inc. and Giants Stadium
LLC.

By: William J. O'Shaughnessy
William J. O'Shaughnessy
A Member of the Firm

Dated: June 22, 2012

Robert J. Giuffra, Jr. (*pro hac vice* application to be filed)
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DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, plaintiffs New Meadowlands Stadium Company, LLC, New York Jets LLC, Jets Stadium Development LLC, New York Football Giants, Inc. and Giants Stadium LLC hereby designate William J. O'Shaughnessy as its trial counsel in this matter.

McCARTER & ENGLISH, LLP
Attorneys for Plaintiffs
New Meadowlands Stadium Company, LLC, New
York Jets LLC, Jets Stadium Development LLC,
New York Football Giants, Inc. and Giants Stadium
LLC.

By: William J. O'Shaughnessy
William J. O'Shaughnessy

Dated: June 22, 2012

CERTIFICATION

Pursuant to R.4:5-1, I certify that to my current knowledge and belief, there are no other pending judicial or arbitration proceedings regarding the subject matter of this suit, and that all necessary parties have been joined.

McCARTER & ENGLISH, LLP
Attorneys for Plaintiffs
New Meadowlands Stadium Company, LLC, New
York Jets LLC, Jets Stadium Development LLC,
New York Football Giants, Inc., and Giants
Stadium LLC.

By: William J. O'Shaughnessy
William J. O'Shaughnessy

Dated: June 22, 2012